



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: : Examiner: HO, Chuong T  
Joseph Teixeira : Attorney Docket no.: 7059542001  
Application No. 09/772,959 : Art Unit: 2616  
Filed: January 31, 2001 :  
For: SYSTEM AND METHOD FOR :  
SWITCH DIGITAL SUBSCRIBER :  
LINE SERVICE :

**PETITION FOR REVIVAL OF AN UNINTENTIONALLY  
ABANDONED PATENT APPLICATION UNDER 37 CFR 1.137(b)**

**Mail Stop Petitions**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Assignee, through the undersigned, files this Petition for Revival of the above-identified application, which appears to have become abandoned for failure to timely respond to the Office Action issued January 5, 2007. A Statement of the Right to Take Action as an Assignee Pursuant to 37 CFR 3.73 is concurrently being submitted for recordation pursuant to 37 C.F.R. § 3.11 in the application along with new Power of Attorney. Applicant submits the following remarks in compliance with the requirements of 37 CFR §1.137(b):

**1. Petition Fee:**

The fee for filing this petition for the revival of an unintentionally abandoned application is believed to be \$770.00. Please charge the appropriate fee, including any credit or overpayment, to Bingham McCutchen, LLP Deposit Account No. 50-4047 (Order No.: 7059542001). A fee transmittal sheet is enclosed.

02/29/2008 NGUYEN1 00000036 504047 09772959  
01 FC:2453 770.00 DA

**2. Reply**

In the January 5, 2007 the Examiner issued an Office Action rejecting claims 1-36 under 35 U.S.C. 103(a) as being unpatentable over the admitted prior art in view of Zitting et al. (US

Patent No. 6,584,148) in further view of Dunn et al. (US Patent No. 6,072,793). The Applicant has concurrently filed a response to the outstanding Office Action along with a RCE and a Request for a 3 Month Extension of Time.

### **3. Terminal Disclaimer**

No terminal disclaimer is believed to be required for this petition under 37 CFR §1.137(d) since the application was filed after June 8, 1995.

### **4. Statement Under 37 CFR §1.137(b)(3)**

The outstanding Office Action for the above-identified application was issued on January 5, 2007. The application went abandoned on July 6, 2007. A notice of abandonment was issued on July 27, 2007 for the abandoned application.

This petition is accompanied by the declarations of Mssrs. Jose Teixeira, Sylvain Abitbol and Bruce Fogel pursuant to 37 C.F.R. 37 CFR §1.137(b), which set forth the facts concerning the abandonment of the above-identified application as well as any delay in filing a petition to revive the abandoned application. See Exhibit A. Based on the facts disclosed by these declarations, NHC Communications, Inc., the assignee of record, had ceased operations prior to the January 5, 2007 Office Action and was not aware, until recently, that this application had gone abandoned. 9183-6387 Quebec, Inc., obtained ownership of the patent portfolio of NHC (hereinafter "IP portfolio") including, but not limited to, the above-identified application on October 4, 2007 pursuant to a Judgment rendered by the Superior Court of the Province of Quebec, District of Montreal (Civil Division). See Exhibit B. The Judgment was made final on November 23, 2007. See Exhibit C. 9183-6387 Quebec, Inc., contacted our firm in October, 2007 and retained us in November 2007 to provide information about the IP portfolio, a cost estimate for reviving abandoned applications, and to undertake to revive abandoned applications and patents as set forth in the Bruce Fogel declaration of Exhibit A. The entire delay in filing the required reply from October 10, 2007 until the filing of this petition under 37 CFR §1.137(b) was unintentional.

## **CONCLUSION**

Authorization for the fee for this petition is provided above, and authorization for the payment of the a RCE and Request for a 3 Month Extension of Time is provided here. A fee transmittal sheet is also enclosed. No other fees are believed to be due at this time. Should any fee be required, however, please charge such fees to Bingham McCutchen, LLP Deposit Account No. 50-4047 (Order No.: 7059542001).

Respectfully submitted,  
Bingham McCutchen LLP

Dated: February 28, 2008

By: 

Robert C. Bertin, Registration No. 41,488  
Bingham McCutchen LLP  
2020 K Street, NW  
Washington, DC 20006  
(202) 373-6672 Telephone  
(202) 373-6001 Facsimile

# EXHIBIT A

# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application Nos.:

10/429,861

09/772,959

10/060,172

11/432,716

and U.S. Patent No.

6,470,074

## **DECLARATION PURSUANT TO 37 CFR § 1.137(b) OF BRUCE FOGEL**

I, Bruce Fogel, a businessman, domiciled and residing at 1465 North Lake Way,

Palm Beach, FL 33480, hereby declare as follows:

1. I am a shareholder, director and officer at 9183-6387 Quebec, Inc., a company legally incorporated under Part IA of the Québec *Companies Act* by Certificate of Incorporation dated June 12, 2007, having its head office at 1501 McGill College Avenue, 26<sup>th</sup> floor, in the City of Montréal, Province of Quebec, Canada, H3A 3N9.

2. I am familiar with NHC Communications Inc.(henceforth "NHC"), a Montreal, Canada based company and the one time owner of the above identified patent and patent applications, and Joseph "Joe" Teixeira, the inventor on each of the above patent applications and patent and one time employee of NHC. I am also familiar with the former CEO of NHC, Mr. Sylvain Abitbol. In this regard, I met said Gentlemen during my frequent visits to Montreal, both during and after the conclusion of financing agreements. I also was a creditor of NHC in virtue of the following: i) a movable hypothec on the universality of all present and future movables of the NHC granted in my favor in an amount of CDN \$150,000 registered at the RPMRR on October 31, 2003 under number 03-0579530-0001; and

ii) a movable hypothec on the universality of all present and future movables of NHC granted in my favor in an amount of CDN \$258,500 registered at the RPMRR on September 12, 2003 under number 03-0480259-0002.

3. On March 20, 2007 I, as a secured creditor, obtained a judgment requiring seizure and sale of NHC assets including all of its intellectual property. A copy of this judgment is attached as Exhibit A. This judgment was never taken to a judicial sale of the assets.

4. Later in June of 2007, 9183-6387 Quebec, Inc. was formed to unite several creditors, including myself, to obtain a separate judgment transferring all of the assets of NHC to 9183-6387 Quebec, Inc. This judgment, attached as Exhibit B, is a Judgment rendered by the Superior Court of the Province of Quebec, District of Montreal (Civil Division) on October 4, 2007 by the Special Clerk Me André Dion (Court file number: 500-17-038240-076) (hereinafter the "Judgment"). Pursuant to this Judgment, as specified in paragraph 4 of the Judgment, 9183-6387 Quebec Inc. became owner of "the universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications" belonging to NHC. Also attached as Exhibit C is a Certificate of Non Appeal dated 23 November 2007. This document establishes the finality of the Judgment against NHC, by which all of its intellectual property rights, including the above identified patent application, have been transferred to 9183-6387 Quebec Inc. In the interim period between the first and second judgments, the patent and other assets of NHC were effectively in a state of limbo while title to the assets was being transferred away from NHC to another entity.

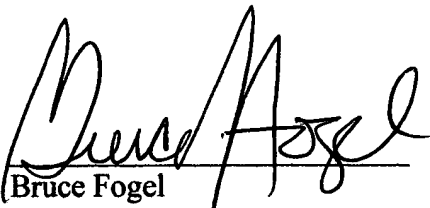
5. I, and my fellow directors of 9183-6387 Quebec Inc., contacted the Bingham McCutchen firm in October 2007 and formally retained them on November 19, 2007 to provide status information on the NHC patent portfolio and assist us with perfecting title in the portfolio

for 9183-6387 Quebec Inc. As a result, we learned that U.S. Patent No. 6,470,074 became abandoned in late October 2006; U.S. Application No. 11/432,716 "Rotary Switch Matrix Technology" went abandoned in February of 2007; that U.S. Application No. 09/772,959 "System and Method for Switching Digital Subscriber Line Service" went abandoned in early 2007; that U.S. Application No. 10/429,861 "Flow Through Using an Automated Main Distribution Frame" became abandoned in late 2007; and that U.S. Application No. 10/060,172 "System and Method For Switching Digital Subscriber Line Service" became abandoned in early 2007.

6. After some investigation of the circumstances, I and my colleagues at 9183-6387 Quebec Inc. believe that the abandonment was not intentional for the period prior to 9183-6387 Quebec Inc. obtaining judgment. None of the applications became abandoned after 9183-6387 Quebec Inc. obtained judgment. 9183-6387 Quebec Inc. has not sought to delay presenting a petition to revive, and as part of its investigation have sought to promptly understand what patent applications lapsed, what they pertain to, what the circumstances were, and the procedures and costs for reinstatement of the above identified applications and patent, both in the United States and in other countries. We have also sought to obtain documentary evidence of the unintentional nature of the lapses in patent applications and the patent and promptly proceed with petitions to revive the above identified patents.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: 1/28/08

  
Bruce Fogel  
Vice-President, 9183-6387 Quebec, Inc.

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application Nos.:

10/429,861

09/772,959

10/060,172

11/432,716

and U.S. Patent No.

6,470,074

**DECLARATION PURSUANT TO 37 CFR § 1.137(b) OF SYLVAIN ABITBOL**

I, Sylvain Abitbol, hereby declare as follows:

1. I was the CEO of NHC Communications Inc. (hereinafter "NHC Communications" and "NHC"), a Montreal, Canada based company. At the company, Mr. Joseph Teixeira was responsible for the patent portfolio. At one time, NHC had over 70 employees in several offices.

2. NHC Communications completely ceased its operations towards the end of 2005 and I and all employees of the company were let go.

3. I have learned within the past few weeks that U.S. Patent No. 6,470,074 went abandoned for failure to pay a maintenance fee on or around October 22, 2006.

4. I was not aware that U.S. Application No. 09/772,959 went abandoned sometime in early 2007; that U.S. Application No. 10/429,861 "Flow Through Using an Automated Main Distribution Frame" became abandoned in late 2007; and that U.S. Application No. 10/060,172 "System and Method For Switching Digital Subscriber Line Service" became abandoned sometime in early 2007. I do not believe that any of these applications were intentionally abandoned.





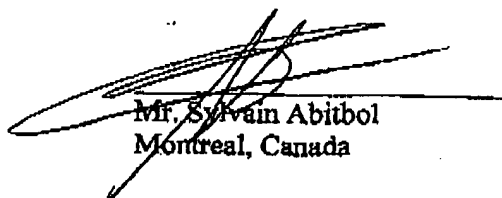
5. I learned in late February and early March 2007 that U.S. Application No. 11/432,716 "Rotary Switch Matrix Technology" went abandoned and that it was possible to revive it. Before I could act upon this information, all of the assets of NHC, including the above identified patents and patent applications, became under the control of the Court as a result of a judgment in favor of 9183-6387 Québec Inc. dated October 4, 2007 and subsequently the assets were transferred and remitted to 9183-6387 Quebec, Inc..

6. The abandonment of the above identified patent and patent applications and any period of delay by NHC in seeking to revive U.S. application 11/432,716 on NHC's part was unintentional.

7. I am providing this declaration based on my personal knowledge. I am receiving no compensation from 9183-6387 Quebec, Inc. or anyone else.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: Feb-14-08

  
Mr. Sylvain Abitbol  
Montreal, Canada

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application Nos.:

10/429,861

09/772,959

10/060,172

11/432,716

and U.S. Patent No.

6,470,074

### **DECLARATION PURSUANT TO 37 CFR § 1.137(b) OF JOSE TEIXEIRA**

I, Jose Teixeira, hereby declare as follows:

1. I was an employee of NHC Communications Inc. (hereinafter "NHC Communications" and "NHC"), a Montreal, Canada based company. During my time there as an employee, I was an inventor listed on each of the above identified patent applications and patent. I was also a vice president of research and development for NHC and had responsibility for the patent portfolio. At one time, NHC had over 70 employees in several offices and was a relatively successful telecommunications company.
  2. However, NHC Communications ran in to serious financial difficulties before the end of 2005 and I and all employees of the company (except for the CEO) were let go at the time.
  3. Subsequently I was brought back for a few months in the latter part of 2006 (ending in November 2006), to assist the CEO of NHC in trying to raise capital for the company to resume operations and in trying to find an investor for the intellectual property of the company. During 2006, NHC was not able to pay its rent and as evicted from its building well before I stopped assisting the CEO in November 2006 (at the end I was assisting from my home). After which it was very difficult for NHC to receive mailed letters as it normally did prior to this
-

point. During this time NHC was aware of deadlines associated with the patent applications and was interested in maintaining its portfolio.

4. I have learned within the past few weeks that U.S. Patent No. 6,470,074 went abandoned for failure to pay a maintenance fee on or around October 22, 2006.

5. To the best of my knowledge NHC had already been evicted from its offices before October 2006 and I ceased to assist NHC in any form by November 2006 and submit that at this time, NHC intended to keep its intellectual property in force and the failure to pay this maintenance fee was inadvertent and not intentional.

6. I was not aware of the missed maintenance fee payment for U.S. Patent No. 6,470,074 and do not believe NHC was aware of it. I undertook employment at another company in January 2007. At that time, NHC had no operations, facility or employees except for possibly the CEO (but I cannot be sure about the CEO) and essentially was dormant with many creditors. I have no information that this dormant status of NHC has changed since my departure.

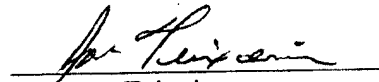
7. Within the last few weeks, I have learned that U.S. Application No. 11/432,716 "Rotary Switch Matrix Technology" went abandoned in February of 2007; that U.S. Application No. 09/772,959 went abandoned sometime in early 2007; that U.S. Application No. 10/429,861 "Flow Through Using an Automated Main Distribution Frame" became abandoned in late 2007; and that U.S. Application No. 10/060,172 "System and Method For Switching Digital Subscriber Line Service" became abandoned sometime in early 2007. I have no reason to believe that these applications were intentionally abandoned, and I personally was no longer working for NHC at the time.

---

8. I have recently learned of a judgment against NHC pursuant to which 9183-6387 Quebec, Inc. has obtained rights as a creditor of NHC to the Intellectual Property rights of NHC. I further understand that 9183-6387 Quebec, Inc. seeks to reinstate the above identified intellectual property which has gone abandoned. I am providing this declaration in furtherance based on my personal knowledge. I am receiving no compensation from 9183-6387 Quebec, Inc. or anyone else.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: Jan. 25, 2008

  
Mr. Jose Teixeira  
Repentigny, Quebec, Canada

# **EXHIBIT B**

# SUPERIOR COURT

*Civil Division*

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL

N°: 500-17-038240-076

DATE: 04 OCT. 2007, 2007

IN THE PRESENCE OF Me André Dion  
Greffier spécial

9183-6387 QUÉBEC INC.  
Plaintiff

v.

NHC COMMUNICATIONS INC.  
Defendant

## JUDGMENT

- [1] **THE COURT**, after having reviewed the proceedings and the proof;
- [2] **CONSIDERING** the Defendant's failure to appear in the present proceedings;
- [3] **CONSIDERING** Plaintiff's Inscription by default to appear and the Exhibits filed in support thereof;
- [4] **CONSIDERING** the affidavit of André Denis filed with the Inscription by default to appear
- [5] **CONSIDERING** that there is no valid cause of objection to the proceedings;
- [6] **CONSIDERING** that Plaintiff's claim is well-founded.

**FOR THESE REASONS, THE COURT:**

**A. GRANTS** the *Motion to Institute Proceedings for Taking in Payment and Forced Surrender*;

**B. DECLARES THAT** the prior notice of exercise of the hypothecary right of taking in payment published at the Register of Personal and Movable Real Rights on July 27, 2007 under number 07-0431673-0001 is valid;

**C. DECLARES** Plaintiff, 9183-6387 Québec Inc., to be the owner of the movable property described at paragraph 18 of the *Motion to Institute Proceedings for Taking in Payment and Forced Surrender* which paragraph reads as follows:

18. The description of the property charged by the Hypothec is as follows:

(a) The description of the property charged by the First Hypothec is as follows:

"The Constituant hereby hypothecates in favour of the Titulaire with effect as and from this date, the universality of the Constituant's present and future moveable property, tangible and intangible, wheresoever same may be located, relating to the business of the Constituant, including, without limitation, specific property and present and future property forming part of the universalities hereinafter described, as well as those acquired in replacement thereof and the fruits, proceeds and revenues therefrom (all of which being hereinafter collectively called the "Secured Property"), namely:

**DESCRIPTION**

**1. Universality of Debts, Rights and Claims**

The universality of all present and future claims owing to the Constituant (save and except those account receivables presently or in the future owed by Verizon Communications Inc. to the Constituant), including any debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits and, without limitation, any amounts deposited or remitted by the Constituant to the Titulaire in virtue of the Agreement, in any bank account or any amount of whatever nature (including, without limitation, any claims against the Crown and claims under any insurance policy of whatever nature) which may, at any time hereafter, be owed or might be owed in the future to the Constituant, as well as the fruits and revenues therefrom including those acquired in replacement thereof as well as any proceeds from the sale thereof or any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Constituant and also

all judgments, hypothecs, suretyships, security and other rights in connection thereto as well as all contracts, securities, bills, notes, policies and other documents now held or owned or which may be hereafter taken, held or owned by the Constituant in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits (safe and except those account receivables presently or in the future owed by Verizon Communications Inc. to the Constituant) (all of which being hereinafter collectively called the "Claims").

## 2. Equipment

The universality of all existing and future machinery, equipment, professional equipment, materials and vehicles, owned by the Constituant, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files, logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, materials and vehicles, present or future, including all books, directions of use, maintenance manuals, files, logbooks, documents pertaining to any of their accessories, additions and spare parts.

## 3. Goods in Stock

The universality of all existing and future goods in stock owned by the Constituant, including moveable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to services offered, or goods held by third parties with respect to a rental agreement, leasing contract, and/or any and all similar agreements, franchise contract or licence or other agreement executed with the Constituant, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used for packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the benefit of a third party, shall remain the property of the Constituant pursuant to a reservation of ownership in its favour, and shall be deemed to be goods in stock as long as the ownership thereof is not transferred to such third parties; are also deemed to be goods in stock, goods which, after having been alienated, have again become the property of the Constituant as a result of a resolution, termination or repossession.

## 4. Intellectual Property

The universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications, copyrights, including in any software, drawings and manuals, trademarks,



registered or not, including any goodwill, confidential information, third party licences, usage licences, and/or any and all similar agreements, as well as any permits or any other rights which the Constituant possesses or later acquires, relating directly or indirectly thereto and, without limitation, any right as more fully described in Schedule "A", as the case may be, attached hereto to form an integral part hereof (hereinafter sometimes collectively called the "Intellectual Property").

#### 5. Securities

The universality of all existing and future notes, titles of claims, obligations, debentures, shares and any other securities held by the Constituant including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion or cancellation or upon any other transformation of the said securities.

#### 6. Contractual Rights

All rights, title and interests of the Constituant, present or future, in any contract, lease, offer to lease, agreements, and/or any and all similar agreements, supply contracts and in any other document pertaining to the business and operations of the Constituant.

#### 7. Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "Other Property"), to the extent that they are not already included in the foregoing descriptions, and which are also affected by the hypothecs and the other rights constituted hereunder:

a) all claims, effects or sums of money from the licensing, leasing, rental, sale or other disposition of the Secured Property, as the case may be, as well as any property acquired in replacement thereof (it being understood that this provision shall not be interpreted as allowing the Constituant to dispose of or charge the Secured Property in violation of the other provisions hereof or of the Agreement);

b) all insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;

c) all other rights relating directly or indirectly to the Secured Property as well as the fruits and revenues generated thereby;

d) all titles, registers, invoices, contracts, securities and other documents which the Constituant shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;

e) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Constituant now possesses or may possess in the future."

- (b) The description of the property charged by the Second Hypothec is as follows:

"The Constituant hereby hypothecates in favor of the Titulaire with effect as and from this date, the universality of the Constituant's present and future moveable property, tangible and intangible, wheresoever same may be located, relating to the business of the Constituant, including, without limitation, specific property and present and future property forming part of the universalities hereinafter described, as well as those acquired in replacement thereof and the fruits, proceeds and revenues therefrom (all of which being hereinafter collectively called the "Secured Property"), namely:

#### DESCRIPTION

##### 1.1.1 Universality of Debts, Rights and Claims

The universality of all present and future claims owing to the Constituant (safe and except those account receivables presently or in the future owed by Verizon Communications Inc. to the Constituant), including any debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits and, without limitation, any amounts deposited or remitted by the Constituant to the Titulaire in virtue of the Agreement, in any bank account or any amount of whatever nature (including, without limitation, any claims against the Crown and claims under any insurance policy of whatever nature) which may, at any time hereafter, be owed or might be owed in the future to the Constituant, as well as the fruits and revenues therefrom including those acquired in replacement thereof as well as any proceeds from the sale thereof or any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Constituant and also all judgments, hypothecs, suretyships, security and other rights in connection thereto as well as all contracts, securities, bills, notes, policies and other documents now held or owned or which may be hereafter taken, held or owned by the Constituant in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits (safe and except those account receivables presently or in the future owed by Verizon Communications Inc. to the Constituant) (all of which being hereinafter collectively called the "Claims").

##### 1.1.2 Equipment

The universality of all existing and future machinery, equipment, professional equipment, materials and vehicles, owned by the Constituant, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files,

logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, materials and vehicles, present or future, including all books, directions of use, maintenance manuals, files, logbooks, documents pertaining to any of their accessories, additions and spare parts.

#### 1.1.3 Goods in Stock

The universality of all existing and future goods in stock owned by the Constituant, including moveable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to services offered, or goods held by third parties with respect to a rental agreement, leasing contract, and/or any and all similar agreements, franchise contract or licence or other agreement executed with the Constituant, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used for packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the benefit of a third party, shall remain the property of the Constituant pursuant to a reservation of ownership in its favour, and shall be deemed to be goods in stock as long as the ownership thereof is not transferred to such third parties; are also deemed to be goods in stock, goods which, after having been alienated, have again become the property of the Constituant as a result of a resolution, termination or repossession.

#### 1.1.4 Intellectual Property

The universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications, copyrights, including in any software, drawings and manuals, trademarks, registered or not, including any goodwill, confidential information, third party licences, usage licences, and/or any and all similar agreements, as well as any permits or any other rights which the Constituant possesses or later acquires, relating directly or indirectly thereto (hereinafter sometimes collectively called the "Intellectual Property").

#### 1.1.5 Securities

The universality of all existing and future notes, titles of claims, obligations, debentures, shares and any other securities held by the Constituant including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion or cancellation or upon any other transformation of the said securities.

#### 1.1.6 Contractual Rights

All rights, title and interests of the Constituant, present or future, in any contract, lease, offer to lease, agreements, and/or any and all similar agreements, supply contracts and in any other document pertaining to the business and operations of the Constituant.

#### 1.1.7 Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "Other Property"), to the extent that they are not already included in the foregoing descriptions, and which are also affected by the hypothecs and the other rights constituted hereunder:

- 1) all claims, effects or sums of money from the licensing, leasing, rental, sale or other disposition of the Secured Property, as the case may be, as well as any property acquired in replacement thereof (it being understood that this provision shall not be interpreted as allowing the Constituant to dispose of or charge the Secured Property in violation of the other provisions hereof or of the Agreement);
- 2) all insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;
- 3) all other rights relating directly or indirectly to the Secured Property as well as the fruits and revenues generated thereby;
- 4) all titles, registers, invoices, contracts, securities and other documents which the Constituant shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;
- 5) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Constituant now possesses or may possess in the future."

(c) The description of the property charged by the Third Hypothec is as follows:

"1. The universality of the Borrower's present and future moveable property, tangible and intangible, wheresoever same may be located, including, without limitation, specific property and present and future property forming part of the universalities hereinafter described, as well as those acquired in replacement thereof and the fruits, proceeds and revenues there from (all of which being hereinafter collectively called the "Secured Property"), namely:

#### DESCRIPTION

##### 1.1 Universality of Debts, Rights and Claims

The universality of all present and future claims owing to the Borrower (save and except those account receivables presently or in the future owed by Verizon Communications Inc. and BellSouth Telecommunications Inc. to the Borrower), including any debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits and, without limitation, any amounts deposited or remitted by the Borrower to the Agent in virtue of the Debentures, in any bank account or any amount of whatever nature (including, without limitation, any claims against the

Crown and claims under any insurance policy of whatever nature) which may, at any time hereafter, be owed or might be owed in the future to the Borrower, as well as the fruits and revenues therefrom including those acquired in replacement thereof as well as any proceeds from the sale thereof or any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Borrower and also all judgments, hypothecs, suretyships, security and other rights in connection thereto as well as all contracts, securities, bills, notes, debenture, policies and other documents now held or owned or which may be hereafter taken, held or owned by the Borrower in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits (save and except those account receivables presently or in the future owed by Verizon Communications Inc. and BellSouth Telecommunications Inc. to the Borrower) (all of which being hereinafter collectively called the "Claims").

#### 1.2 Equipment

The universality of all existing and future machinery, equipment, professional equipment, materials and vehicles, owned by the Borrower, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files, logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, materials and vehicles, present or future, including all books, directions of use, maintenance manuals, files, logbooks, documents pertaining to any of their accessories, additions and spare parts.

#### 1.3 Goods in Stock

The universality of all existing and future goods in stock owned by the Borrower, including moveable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to services offered, or goods held by third parties with respect to a rental agreement, leasing contract, and/or any and all similar agreements, franchise contract or licence or other agreement executed with the Borrower, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used for packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the benefit of a third party, shall remain the property of the Borrower pursuant to a reservation of ownership in its favour, and shall be deemed to be goods in stock as long as the ownership thereof is not transferred to such third parties; are also deemed to be goods in stock, goods which, after having been alienated, have again become the

property of the Borrower as a result of a resolution, termination or repossession.

#### 1.4 Intellectual Property

The universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications, copyrights, including in any software, drawings and manuals, trademarks, registered or not, including any goodwill, confidential information, third party licences, usage licences, and/or any and all similar agreements, as well as any permits or any other rights which the Borrower possesses or later acquires, relating directly or indirectly thereto (hereinafter sometimes collectively called the "Intellectual Property").

#### 1.5 Securities

The universality of all existing and future notes, titles of claims, obligations, debentures, shares and any other securities held by the Borrower including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion or cancellation or upon any other transformation of the said securities.

#### 1.6 Contractual Rights

All rights, title and interests of the Borrower, present or future, in any contract, lease, offer to lease, agreements, and/or any and all similar agreements, supply contracts and in any other document pertaining to the business and operations of the Borrower.

#### 1.7 Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "Other Property"), to the extent that they are not already included in the foregoing descriptions, and which are also affected by the hypothecs and the other rights constituted hereunder:

(a) all claims, effects or sums of money from the licensing, leasing, rental, sale or other disposition of the Secured Property, as the case may be, as well as any property acquired in replacement thereof (it being understood that this provision shall not be interpreted as allowing the Borrower to dispose of or charge the Secured Property in violation of the other provisions hereof or of the Debenture);

(b) all insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;

(c) all other rights relating directly or indirectly to the Secured Property as well as the fruits and revenues generated thereby;

(d) all titles, registers, invoices, contracts, securities and other documents which the Borrower shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;

(e) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Borrower now possesses or may possess in the future."

- (d) The description of the property charged by the Fourth Hypothec is as follows:

"The Constituant hereby hypothecates in favor of the titulaire with effect as and from this date, the universality of the constituant present and future moveable property, tangible and intangible, wheresoever same may be located, relating to the business of the consituant [sic], including, without limitation, specific property and present and future property forming part of the universalities hereinafter described, as well as those acquired in replacement and the fruits, proceeds and revenues therefrom (all of which being hereinafter collectively called the "Secured Property") namely:

#### DESCRIPTION

##### 1. Universality of Debts, Rights and Claims

The universality of all present and future claims owing to the Constituant which may, at any time hereafter, be owed or might be owed in the future to the consituant [sic] as well as the fruits and revenues therefrom including those acquire in replacement thereof as well as any proceeds from the sale thereof any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Constituant and also all judgments, hypothecs, suretyships, security and other rights in connection to as well as all contracts, securities, bills, notes, policies and documents now held or owned or which may be hereafter taken, held, owned by the Constituant in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said book debts, accounts, client accounts, claims, judgments, demands income, abatements, remissions, cash balances, money deposits.

##### 2. Equipment

The universality of all existing and future machinery, equipment, professional equipment, materials and vehicles, owned by the Constituant, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files, logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, material and vehicles, present or future, including all books, directions use, maintenance manuals, files, logbooks, documents pertaining of their accessories, additions and spare parts.

### 3 Goods in Stock

The universality of all existing and future goods in stock owned by the constituent, including moveable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to the services offered, or goods held by third parties with respect to the rental agreement, leasing contract, and/or any and all similar agreements, franchise contract or licence or other agreement executed with the constituent, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the being of a third party, shall remain the property of the Constituant to a reservation of ownership in its favour, and shall be deemed goods in stock as long as the ownership thereof is not transferred such third parties; are also deemed to be goods in stock, goods that after having been alienated, have again become the property of the Constituant as a result of a resolution, termination or repossession.

### 4. Intellectual Property

The universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications, copyrights, including in any software, drawings, and manuals, trademarks, registered or not, including any goodwill, confidential information, third party licences, usage licences, and any and all similar agreements, as well as any permits or any other rights which the Constituant possesses or later acquires, relating directly or indirectly thereto (hereinafter sometimes collectively called the "Intellectual Property").

### 5. Securities

The universality of all existing and future notes, titles of claims obligations, debentures, shares and any other securities held by the Constituant including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion or cancellation or upon any other transformation of the said securities.

### 6. Contractual Rights

All rights, title and interests of the Constituant, present or future in any contract, lease, offer to lease, agreements, and/or any similar agreements, supply contracts and in any other document pertaining to the business and operations of the Constituant.

### 7. Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "other property"), to the extent they are not already



included in the foregoing descriptions, and are also affected by the hypothecs and the other rights constituted hereunder:

- a) all claims, effects or sums of money from the licensing, lease, rental, sale or other disposition of the Secured Property, as they may be, as well as any property acquired in replacement thereof being understood that this provision shall not be interpreted as allowing the Constituant to dispose of or charge the Secured Property in violation of the other provisions hereof or of the Agreement);
- b) All insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;
- c) all other rights relating directly or indirectly to the Secured Property as well as the fruits and revenues generated thereby;
- d) all titles, registers, invoices, contracts, securities and other documents which the Constituant shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;
- e) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Constituant now possesses or may possess in the future.

**D. DECLARES** that the judgment to intervene herein shall constitute good and valid title to the movable property described at paragraph 18 of the *Motion to Institute Proceedings for Taking in Payment and Forced Surrender* in favour of Plaintiff 9183-6387 Québec Inc.;

**E. ORDERS** Defendant, NHC Communications Inc., to surrender the property described at paragraph 18 of the *Motion to Institute Proceedings for Taking in Payment and Forced Surrender* to Plaintiff within 48 hours of the service of the judgment to be rendered pursuant hereto, failing which Plaintiff be entitled to obtain the said movable property hereinabove described by force, by the issuance of a Writ of Possession with the assistance of the police or a locksmith to open the doors;

**F. THE WHOLE** with costs.

(S) ~~Me André Dion~~

**COPIE CONFORME**

  
Greffier adjoint

\_\_\_\_\_  
Me André Dion  
Greffier spécial

# **EXHIBIT C**

CANADA

SUPERIOR COURT

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
NO.: 500-17-038240-076

9183-6387 QUEBEC INC.

Plaintiff

- vs -

NHC COMMUNICATIONS INC.

Defendant

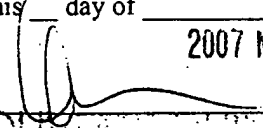
**CERTIFICATE OF NON-APPEAL  
(NAPP)**

I, the undersigned, Deputy Clerk of this Court, hereby certify that the time allowed for the appeal against the judgment rendered in this case on October 4, 2007 has expired, and that no inscription in appeal has been made, no application for nullity has been filed and no motion for revocation or rectification has been presented against the judgment on the date of this certificate.

Signed in Montréal, this \_\_\_\_ day of \_\_\_\_\_, 2007

2007 NOV. 23

Deputy Clerk

  
OLIVETTE DUBÉ  
GREFFIER ADJONCTE